

REMARKS

Applicants respectfully request consideration of the subject application. This Response is submitted in response to the Office Action mailed August 23, 2007. Claims 10, 13-15, 20, 22, 23, 28, 29, 32, 34, 35, 37, 38, 41, 43-45, 56 and 57 are pending. Claims 10, 13-15, 20, 22-23, 28-29, 32, 34-35, 37-38, 41, 43-45, and 56- 57 are rejected. In this Amendment, claims 10, 13, 22-23, 28, 32, 37, 41 and 56 have been amended and claims 29, 33 and 38 have been cancelled. No new matter has been added.

35 U.S.C. § 112 Rejections

The Examiner has rejected claims 13 and 56 under 35 U.S.C. § 112, second paragraph, as lacking an essential method step. Applicants have amended claims 13 and 56. Applicants, accordingly, respectfully request withdrawal of the rejections under 35 U.S.C. § 112.

35 U.S.C. §§ 102 and 103 Rejections

The Examiner has rejected claims 10, 13, 14, 20, 22-23, and 57 under 35 U.S.C. § 102(a) as being anticipated by Fredrickson et al., (U. S. Patent Publication No.: 2002/0019768, hereinafter "Fredrickson"). The Examiner has rejected claims 15 and 56 under 35 U.S.C. § 103(a) as being anticipated by Fredrickson in view of

Godin et al., (U.S Patent No.: 5,890,138, hereinafter "Godin"). The Examiner has rejected claims 28, 32, 35, 37, 41, and 44-45 under 35 U.S.C. § 103(a) as being unpatentable over Marsh et al., (U.S. Patent No. 5,848,397, hereinafter "Marsh") in view of JUNO ("Quarterdeck and Juno Announce Marketing Alliance" Business Wire, April 13, 1998, hereinafter "JUNO"). The Examiner has rejected claims 29, 34, 38, and 43 under 35 U.S.C. § 103(a) as being unpatentable over Marsh in view of JUNO and further in view of JAVA SCRIPT programming ("Java Script", Ready, 1996 New Riders Publishing, hereinafter "JAVA SCRIPT").

Applicants do not admit Fredrickson is prior art and reserve the right to swear behind Fredrickson at a later time. Nevertheless, Applicants submit the pending claims are patentable over the cited art.

Claims 10, 13, 14, 15, 20, 22-23, and 56-57

Fredrickson describes a system and method for managing job placement advertisements. The examiner points to paragraph [0058], in particular, which describes a Master Catalog (i.e., an electronic ad book) for providing a thumbnail representation of available advertisements. A user can browse the Master Catalogue and select advertisements that can be used as a template for creating a new job placement advertisement. The advertisements in the Master Catalog include various fields that can be changed. See paragraphs [0093] - [0124]. Once

the appropriate information is provided in the advertisement, the user selects the advertisement for publication as needed.

Fredrickson does not describe serving different forms of an advertisement and a brand component from the same sponsor on different pages of a website. In particular, Fredrickson fails to teach or suggest “serving a brand component associated with a sponsor on a first Web page,” as claimed in claim 10. Similar limitations are included in independent claims 22, 23, 28, 37 and 41.

The Examiner points to Figure 21 and paragraph [0067] of Fredrickson as teaching the above limitation. Applicants disagree. The “Ad Manager” in Figure 21 refers to the name of the program used to search for an appropriate advertisement to be used by the user. In addition, the “Ad Manager” brand component is not from the same sponsor as the small form of the advertisement or the large form of the advertisement. The Ad Manager is a program that manages advertisements from a sponsor of advertisements that is a customer of the Ad Manager.

Claims 28, 29, 32, 34-35, 37-38, 41, and 43-45

The cited art fails to teach or suggest, inter alia, as claimed in claim 28: “serving a second Web page having a first form of an advertisement associated with said sponsor, wherein the second Web page is sized based on the first form

of the advertisement and wherein the second Web page is not resizable by a viewer using browser software.” Similarly, the cited art fails to teach or suggest, inter alia, as claimed in claim 37: “serving a second window having a first form of an advertisement associated with said sponsor, wherein the second window is sized based on the first form of the advertisement and wherein the second window has a fixed size.” Similar limitations are included in independent claims 32 and 41, respectively.

In particular, the cited art fails to disclose the second web page/window being sized based on the first form of the advertisement and the second webpage/window is a fixed size or not resizable.

By sizing the window/webpage based on the first form of the advertisement, electronic manipulation of previously prepared print advertisements is not necessary. Because the second webpage/window is a fixed size or not resizable, the user is presented with a window that is not manipulable by the user, so that the user receives the full impact of the advertisement.

Juno does describe the size of the pop up window. There is no motivation in the art to modify Juno to arrive at the claimed invention. Although Java describes programming the size of windows, neither Java nor Juno describe sizing windows or web pages based on the form of the advertisement. In the

prior art, in contrast, as described in the present specification, the advertisements were designed or modified to fit in predefined window sizes.

Thus, the cited art fails to teach or suggest all of the limitations of independent claims 10, 22, 23, 28, 32, 37 and 41. Claims 13-15, 20, 29, 34, 35, 38, 43-45, 56 and 57 depend, directly or indirectly, from one of the foregoing independent claims. Applicants, accordingly, respectfully request withdrawal of the rejections under 35 U.S.C. § 102 and § 103.

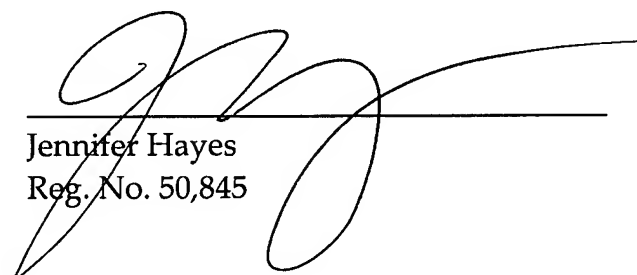
Applicants respectfully submit that the present application is in condition for allowance. If the Examiner believes a telephone conference would expedite or assist in the allowance of the present application, the Examiner is invited to call Jennifer Hayes at (408) 720-8300.

Please charge any shortages and credit any overages to Deposit Account No. 02-2666. Any necessary extension of time for response not already requested is hereby requested. Please charge any corresponding fee to Deposit Account No. 02-2666.

Respectfully submitted,

Blakely, Sokoloff, Taylor & Zafman LLP

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Jennifer Hayes
Reg. No. 50,845

1279 Oakmead Parkway
Sunnyvale, CA 94085-4040
(408) 720-8300